

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/>		RATING		PAGE 1		OF PAGES 48	
2. CONTRACT NO.		3. SOLICITATION NO. DTFAWN-12-R-00134		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. DATE ISSUED 08/09/2012		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY: <b>Federal Aviation Administration Acquisition Management Branch, ANM-52 1601 Lind Ave SW Renton, WA 98057</b>					8. ADDRESS OFFER TO (If other than Block 7)				

### SOLICITATION

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW Renton, WA 98057 until 4:00 pm local time 08/25/2012  
(Hour) (Date)

### CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.

10. FOR INFORMATION CALL:		A. NAME Chris Sykes / Angela Layman	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 425-227-2508/425-227-1150
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### OFFER (must be fully completed by Offeror)

12. In compliance with the above, the undersigned agree, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 3.3.1-6)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A.. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA <b>SEE PRISM DOCUMENT</b>	
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY			
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA			28. AWARD DATE

**PART I - SECTION B**

**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for Janitorial Services for the ANI Complex in Anchorage, Alaska in accordance with the specifications, drawings, contract clauses, and wage rates.

<u>CLIN NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>TOTAL –</u>	<u>TOTAL - ANNUALLY</u>
0001 – Base Year – 10/01/2012 – 09/30/2013	Janitorial Services	Monthly	12	\$ _____ per month	\$ _____
0002 – Option Year 1 – 10/01/2013 – 09/30/2014	Janitorial Services	Monthly	12	\$ _____ per month	\$ _____
0003 – Option Year 2 – 10/01/2014 – 09/30/2015	Janitorial Services	Monthly	12	\$ _____ per month	\$ _____
0004 – Option Year 3 – 10/01/2015 – 09/30/2016	Janitorial Services	Monthly	12	\$ _____ per month	\$ _____
0005 – Option Year 4 – 10/01/2016 – 09/30/2017	Janitorial Services	Monthly	12	\$ _____ per month	\$ _____
				Total Base + 4 Option Years	\$ _____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

**B001. SOLICITATION QUESTIONS:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing (email is acceptable) at least 3 calendar days prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Chris Sykes, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1156 or by email at Chris.CTR.Sykes@faa.gov. The offer shall provide an address, telephone and FAX number. The Contracting Officer, Angela Layman, is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**Questions Are Due by: 08/22/2012 at 4:00 P.M. Pacific Time**

**B002. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

**B003. TIERED EVALUATION:**

A tiered evaluation of offers will be used insource selection for this contract and offers from other-than-small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received. See Section M for details.

**B004. NAICS:**

The North American Industry Classification System (NAICS) code for this solicitation will be 561720.

**SERVICE CONTRACT ACT WAGE RATES APPLY. SEE ATTACHMENT A.**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE SECTION L**

**OFFERS ARE DUE NO LATER THAN 08/25/2012, 4:00 P.M. LOCAL TIME.**

**THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND**

**THE RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. PLEASE DO NOT CALL FOR RESULTS.**

## PART I - SECTION C

### SCOPE OF WORK

#### Work Specifications

FAA Complex  
4111 West 50<sup>th</sup> Avenue  
Anchorage, AK 99502

All work described herein shall be done in accordance with the following specifications and standards. Service shall be performed during regular FAA duty hours, between the hours of 6:00 PM and 10:00 PM, three days per week (Monday, Wednesday and Friday) excluding Federally Designated Holidays. Work normally occurring on a holiday shall be done the following day in addition to that day's normal duties. All work shall be accomplished at the specified times except by mutual agreement between the contractor and the Contracting Officer's Representative (COR).

All equipment and supplies required for contract performance will be contractor furnished.

Included, but not limited to, are contractor furnished supplies like:

1. Hand soap for lavatories
2. Paper Products
  - a. Hand towels
  - b. Toilet paper
3. Deodorant Spray
4. Garbage Bags

#### A. THREE TIMES WEEKLY (MONDAY, WEDNESDAY AND FRIDAY)

1. Waste Receptacles. Empty all waste from waste receptacles into Contractor furnished plastic bags and wipe receptacles clean with a damp cloth to remove all residue. Waste receptacles, which have been lined with a plastic bag, are required to be wiped clean if leakage has occurred. Waste from the receptacles is to be put in the dumpster.
2. Restrooms. Damp wipe all surfaces of toilet, tops and bottoms of toilet seats, pipes and walls in the immediate toilet area, and spot clean toilet doors and partitions with a solution of water, detergent, odor counteract ant and germicide. Pour a quantity of the solution into each toilet bowl and urinal and clean with a bowl brush. Clean all remaining walls, pipes, shelves, dispensers and tops and bottoms of wash basins with a fresh solution of water, detergent, odor counteract ant and germicide. **Washbasins, dispensers, etc., are not to be cleaned with the same wash solution if preciously used on toilets and/or urinals.** Mirrors are to be thoroughly cleaned, free of film, streaks and lint. Remove lime deposits, rust or other stains from toilet bowls, urinals and washbasins with an acid-type cleanser. Rinse treated areas thoroughly with clean water after each treatment. Damp wipe all cleaned surfaces with clean water and wipe dry with a clean cloth. Fill all soap, paper towel and toilet paper dispenser s and check to ensure proper operation. Damp mop downstairs restrooms.

3. Drinking Fountains. Damp wipe drinking fountains with a solution of water, detergent, odor counteractant and germicide. Use a chlorinated powder to remove stubborn stains. Damp wipe all cleaned surfaces with clean water. Polish exterior and hardware with a lint-free cloth.

**B. THREE TIMES WEEKLY (MONDAY, WEDNESDAY AND FRIDAY)**

1. Floors. Vacuum entry, foyer, hallways, all four stairways, offices, break area, restrooms and other floors, as coded on building print, with an industrial type vacuum cleaner with a revolving brush, dust mop first floor designated areas. After vacuuming, mop all tiled and concrete floors with a detergent solution. Remove all spots, stains, marks and streaks with an appropriate cleansing agent from floors, rugs, carpets and floor matting for spots. Where spots appear remove with an appropriate industrial grade spot removing solution, using the manufacturer's recommended techniques.

**C. WEEKLY – EACH MONDAY (TUESDAY IF MONDAY IS A HOLIDAY)**

1. Exterior Areas. Sweep the two vestibules on the south side of the building and the one vestibule on the north side of the building and the sidewalk from the steps to the end of the sidewalk. Pick up all debris on the south side and deposit into a dumpster.
2. Break Area. Damp wipe table, countertops, chairs and refrigerator with a solution of water and detergent. Rinse with clear water and wipe dry. Clean sink with an approved cleaner. Rinse and wipe dry. Spot clean all cabinet areas and polish with a dry cloth.

**D. MONTHLY – DURING THE LAST SEVEN DAYS OF EACH MONTH**

1. Glass. Clean all door, partition and bookcase glass on both sides (including metal trim) with an approved glass cleaner.
2. Furniture. Vacuum all chairs, radiators, window blinds and windowsills with a vacuum cleaner attachment. Remove all spots and stains, taking into consideration type of material being cleaned. Dust all desks, cabinet, tables and counters. Tops of desk, tables and counters should be cleaned/polished with appropriate products. Equipment such as radios, projectors, computers and electronic equipment, sitting or stored on shelves and tables, are not to be dusted, moved or handled.

**E. SEMI-ANNUALLY – TO BE PERFORMED DURING MAY AND SEPTEMBER**

1. Windows and Trim. (Including those in the doors.) All exterior wall windows, inside and outside, shall be cleaned with appropriate cleaner to ensure clean windowpanes regardless of weather conditions. High windows are not exempt, whether facing on the outside of the building or facing the inside area. Below freezing weather can be expected during cleaning and an appropriate cleaner shall be used to prevent freezing. Wipe away all spillage, drippings, and stains immediately with a damp cloth.
2. Floors. Strip old wax from tiles and painted floors using an appropriate industrial-grade wax remover and a brush or steel-wool agitation. Remove all marks and stains with an appropriate cleansing agent. Rinse with clean water to remove wax, solution, dirt and film.

Wax with an appropriate nonskid wax equal to Federal Specification P-W-1 55A, using the manufacturer's recommended techniques. Buff to a uniform high gloss. Remove all wax deposits from furniture legs, cabinets, baseboards and doorjamb.

3. Rugs and Carpets. Steam clean all rugs and carpets with an industrial-grade carpet cleaner, using the manufacturer's recommended techniques. All spots and stains must be removed.
4. Walls and Doors. Wash all interior walls and doors (includes woodwork, frames, baseboards, partitions, trim, etc.) with a damp sponge dipped frequently in clean lukewarm water and wipe dry with a clean cloth. Give special attention to dust catching areas such as door and window louvers, sills, vents, grills, etc. Protect furniture with drop cloths. Wipe away any stains, spillage and drippings immediately with a damp cloth. Return any furniture, pictures, etc., which may have been moved, to their original position.

F. CONTINUALLY

1. Janitor's Closet. To be maintained by the contractor at no cost to the Government.

G. UNACCEPTABLE CONDITIONS

1. Periodic inspections will be accomplished, minimum of once a month, by the building COR. Discrepancies will be noted on the FAA Form 4650-15. Unacceptable conditions may result in appropriate action being taken by the Contracting Officer.

## APPENDIX A

### SPACE REQUIREMENTS

FIRST FLOOR	5,617 SF	ALL TILE
SECOND FLOOR	6,067 SF	ALL CARPET
	<hr/>	
TOTAL	11,684 SF	

ENTRY INTO EAST END OF THE WAREHOUSE – TILE

2 SMALL OFFICES AT THE EAST SIDE OF THE WAREHOUSE - CARPET

## PART I - SECTION E

### INSPECTION AND ACCEPTANCE

#### 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov>.

(End of clause)

#### 3.10.4-4 Inspection of Services - Both Fixed-Price & Cost Reimbursement (April 1996)

##### E001. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The following schedule outlines the Government's plan for ensuring contract performance; including maximum deductions which may be taken should deficiencies be found for the noted services. The Government shall, at its option, require corrective action or take a deduction from the monthly invoice. The contractor will be notified of any discrepancies found, and shall have an opportunity to respond to the deficiencies. The Government has the right to inspect services at any time. Any random inspection shall take into consideration the normally scheduled times and frequencies required for service performance. The Contractor is entitled to a joint monthly inspection each month. The Contractor shall coordinate with the Contracting Officer's Representative (COR) when a joint inspection is needed. The COR also may initiate a joint inspection, which will be coordinated with the Contractor Quality Control Representative or his/her designee.

Upon request the COR is entitled to review the results of the contractor's quality control program and internal inspections.

REQUIRED SERVICE	PERFORMANCE STANDARD	ALLOWABLE DEVIATION	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION FOR DEVIATION
Remove Waste	Accomplish per specifications and frequency schedule	2 defects per month	Random Sampling	6%
Wash Wastebaskets	Accomplish per specifications and frequency schedule	None	Random Sampling	2%
Low Cleaning	Accomplish per specifications and frequency schedule	2 defects per month	Random Sampling	5%
High Cleaning	Accomplish per specifications and frequency schedule	2 defects per month	Random Sampling	5%
Spot Clean Woodwork, Walls	Accomplish per specifications and			

and Partitions	frequency schedule	2 defects per month	Random Sampling	5%
Clean Light Fixtures	Accomplish per specifications and frequency schedule	None	Random Sampling	3%
Sweep Floors, Hallways and Stairs	Accomplish per specifications and frequency schedule	3% of area swept	Random Sampling	5%
Floor Maintenance	Accomplish per specifications and frequency schedule	3% of area maintained	Random Sampling	8%
Mop Floors	Accomplish per specifications and frequency schedule	3% of area mopped	Random Sampling	6%
Vacuum Carpet	Accomplish per specifications and frequency schedule	3% of carpeted area	Random Sampling	6%
Shampoo Carpet	Accomplish per specifications and frequency schedule	1% of carpeted area	100% Inspection	5%
Clean/Refill Restroom Dispensers	Accomplish per specifications and frequency schedule	3 defects per month	Random Sampling	7%
Clean Restroom Fixtures and Floors	Accomplish per specifications and frequency schedule	3 defects per month	Random Sampling	8%
Wash Restroom Walls and Doors	Accomplish per specifications and frequency schedule	3 defects per month	Random Sampling	5%
Glass Cleaning	Accomplish per specifications and frequency schedule	3 defects per month	Random Sampling	2%
Wash Windows	Accomplish per specifications and frequency schedule	None	100% Inspection	8%
Clean Refrigerators	Accomplish per specifications and frequency schedule	None	100% Inspection	3%
Clean Microwaves	Accomplish per specifications and frequency schedule	None	100% Inspection	3%
Clean Oven/Range	Accomplish per specifications and frequency schedule	None	100% Inspection	2%
	Accomplish per			

Clean Counters, Sinks and Fixtures	specifications and frequency schedule	1%	Random Sampling	4%
Entrance/Entrance mats maintenance	Accomplish per specifications and frequency schedule	1 defect per month	Random Sampling	2%

## **PART I - SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **3.1-1                      Clauses and Provisions Incorporated by reference (July 2011)**

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(End of clause)

#### **3.10.1-9                      Stop-Work Order (October 1996)**

#### **F001. PLACE OF PERFORMANCE**

Federal Aviation Administration  
ANI Complex  
4111 West 50<sup>th</sup> Avenue  
Anchorage, Alaska 99502

## **PART I - SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **3.1-1                      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

#### **3.10.1-22                      Contracting Officer's Representative (April 2012)**

#### **G001. CORRESPONDENCE**

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Representative (COR), including transmittal letters. Submittals accompanying transmittal letters to the COR **SHALL** be forwarded to the Contracting Officer.

FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – AAQ 530  
ATTENTION: CHRIS SYKES  
1601 LIND AVENUE SW  
RENTON, WA 98057

## PART II - SECTION I

### CONTRACT CLAUSES

#### 3.1-1 **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

3.1.7-2	<b>Organizational Conflicts of Interest</b> (August 1997)
3.2.2.7-6	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (April 2011)
3.2.2.7-8	<b>Disclosure of Team Arrangements</b> (April 2008)
3.2.4-27	<b>Limitation of Price and Contractor Obligations</b> (April 1996)
3.2.4-28	<b>Cancellation of Items</b> (April 1996)
3.2.5-1	<b>Officials Not to Benefit</b> (April 1996)
3.2.5-3	<b>Gratuities or Gifts</b> (January 1999)
3.2.5-4	<b>Contingent Fees</b> (October 1996)
3.2.5-5	<b>Anti-Kickback Procedures</b> (October 2010)
3.2.5-7	<b>Disclosure Regarding Payments to Influence Certain Federal Transactions</b> (October 2010)
3.2.5-8	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
3.3.1-1	<b>Payments</b> (April 1996)
3.3.1-15	<b>Assignment of Claims</b> (April 1996)
3.3.1-34	<b>Payment by Electronic Funds Transfer- Central Contractor Registration</b> (March 2009)
3.3.2-1	<b>FAA Cost Principles</b> (October 1996)
3.4.1-10	<b>Insurance - Work on a Government Installation</b> (July 1996)
3.4.2-8	<b>Federal, State, and Local Taxes - Fixed Price Contract</b> (April 1996)
3.6.2-9	<b>Equal Opportunity</b> (August 1998)
3.6.2-13	<b>Affirmative Action for Workers With Disabilities</b> (October 2010)
3.6.2-28	<b>Service Contract Act of 1965, as Amended</b> (October 2010)
3.6.2-30	<b>Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)</b> (April 1996)
3.6.2-35	<b>Prevention of Sexual Harassment</b> (August 1998)
3.6.2-39	<b>Trafficking in Persons</b> (January 2008)
3.6.2-44	<b>Notification of Employee Rights Under the National Labor Relations Act</b> (January 2012)
3.6.3-16	<b>Drug Free Workplace</b> (March 2009)
3.6.4-10	<b>Restrictions on Certain Foreign Purchases</b> (January 2010)
3.9.1-1	<b>Contract Disputes</b> (October 2011)
3.9.1-2	<b>Protest After Award</b> (August 1997)
3.10.1-7	<b>Bankruptcy</b> (April 1996)
3.10.1-12	<b>Changes - Fixed-Price</b> (April 1996)
3.10.1-12 Alternate II	<b>Changes - Fixed-Price</b> (April 1996)
3.10.1-25	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
3.10.2-1	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
3.10.6-1	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)

<b>3.10.6-4</b>	<b>Default (Fixed-Price Supply and Service)</b> (October 1996)
<b>3.13-5</b>	<b>Seat Belt Use by Contractor Employees</b> (October 2001)
<b>3.13-13</b>	<b>Contractor Policy to Ban Text Messaging While Driving</b> (January 2011)
<b>3.14-3</b>	<b>Foreign Nationals as Contractor Employees</b> (April 2008)

**3.2.4-34                      Option to Extend Services** (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

**3.2.4-35                      Option to Extend the Term of the Contract** (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**3.3.1-10                      Availability of Funds** (May 1997)

Funds are not presently available for this contract. The FAA 's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**3.3.1-11                      Availability of Funds for the Next Fiscal Year** (April 1996)

Funds are not presently available for performance under this contract beyond -----. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond -----, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

### 3.3.1-17

### Prompt Payment (April 2012)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

#### (a) Invoice Payments.

(1) For purposes of this clause, invoice payment means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government, final payments under T&M and labor-hour contracts, and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(iii) For all invoices under contracts with small businesses, "30th day" as indicated in subdivisions (a)(2)(i) and (a)(2)(ii) of this clause is changed to "15th day" to the extent practicable. This does not change whether interest is owed in accordance with subparagraphs (a)(4) through (a)(6) below. Interest shall not be owed unless payment is not made within 30 days of becoming due.

(3) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing officer specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed and applicable contract line item.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a

defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(4) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) The interest penalty shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, referred to as the 'Renegotiation Board Interest Rate,' (It is published in the Federal Register semiannually on or about January 1 and July 1), which is applicable to the period in which the amount becomes due. The interest penalty amount, interest rate and the period for which the interest penalty was computed, will be separately stated by the designated payment office on the check, in accompanying remittance advice, or, in the case of wire transfers, by an appropriate electronic data message accompanying the wire transfer. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) Any period of delay caused by incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under Federal Aviation Administration (FAA) contract disputes resolution procedures. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties will not accrue for more than one year.

(v) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily

withheld or retained in accordance with the terms of the contract. Contract disputes, and any interest that may be payable, will be resolved in accordance with FAA contract disputes resolution procedures.

(6) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the contractor is paid.

(b) Contract Financing Payments.

(1) For purposes of this clause, contract financing payments mean Government disbursements of monies to a Contractor under a contract clause or other authorization without regard to acceptance of supplies or services by the Government. Contract financing payments include but are not limited to payments made according to commercial terms and installment payments. They also include interim vouchers under T&M, labor-hour, and cost reimbursement contracts (regardless of whether goods or services were delivered and received by the Government).

(2) For contracts that provide for contract financing payments, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Payments shall be made on the 30th day after receipt of a proper payment request by the designated billing office. In the event that an audit or other review of a specific payment request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) Contract financing payments, except for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, shall not be assessed an interest penalty for payment delays.

(4) For purposes of computing late payment interest penalties for interim vouchers for services under T&M, labor hour, or cost reimbursement contracts, the due date for payment is the 30th day after FAA receives a proper invoice. If the invoice is found to be improper, it will be returned within 7 days after the date FAA receives the invoice.

(c) If this contract contains the Fast Payment Procedures, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.14-2 Contractor Personnel Suitability Requirements (January 2011)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

#### **MODERATE**

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and

approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

FAA Western Pacific Regional Office  
Attn: Marilyn Rowell  
222 W 7<sup>th</sup> Avenue #14  
Anchorage, AK 99513

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such

security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

#### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold [CO to enter appropriate amount] for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the

Contracting Officer (CO), COR, and Marilyn Rowell. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the FAA facility must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Security Office in Anchorage, AK. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting Marilyn Rowell at 907-271-4811.

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

#### **I001. CCR / SAM:**

Registration in the Central Contractor Registration database has moved to the System for Award Management (SAM). If you are not redirected from the CCR website please go to <http://www.sam.gov>.

**PART III - SECTION J**

**LIST OF ATTACHMENTS**

- Attachment A - Service Contract Act Wage Determination for the State of Alaska  
Wage Determination No. 2005-2017 Revision No. 16 Dated 06/13/2012
- Attachment B - Janitorial Service Performance Customer Satisfaction Survey

## PART IV - SECTION K

### REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### 3.1-1 **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

#### 3.2.2.3-10 **Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ .  
(country)

(End of provision)

#### 3.2.2.3-70 **Taxpayer Identification** (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

(End of provision)

### 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that
- (i) The Offeror and/or any of its Principals-
- A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)
- (i)(B) of this provision.
- (D) Have ☐ have not ☐ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples-
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### 3.6.1-15

### Post-Award Small Business Program Re-representation (April 2011)

(a) Definitions. As used in this clause "Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 3.2.4-34, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is not dominant in its field of operation when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall re-represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (f) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts"

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall re-represent its size status in accordance with the size standard in effect at the time of this re-representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at:

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (f) of this clause, the Contractor shall make the re-representation required by paragraph (b) of this clause by validating or updating all its representations on the Business Declaration Form (FAA Template No. 61), as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraph (e).

(End of clause)

### **3.6.2-5**

#### **Certification of Nonsegregated Facilities (March 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

#### **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

### **3.6.2-6**

#### **Previous Contracts and Compliance Reports (May 1997)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### **3.6.2-8**

#### **Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### 3.6.4-19

### Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)

#### (a) Definitions.

##### "Person"

##### (1) Means

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

##### "Sensitive Technology"

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

- (i) To restrict the flow of free, unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

- (3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

- (b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

- (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

- (c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

## **BUSINESS DECLARATION**

- 1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
- 7 Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years: \_\_\_\_\_ a.1. Year Ending: \_\_\_\_\_ b.1. Gross Receipts \_\_\_\_\_
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_ ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.***

14. a. Signature: \_\_\_\_\_ b. Date: \_\_\_\_\_

c. Typed Name: \_\_\_\_\_ d. Title: \_\_\_\_\_

## **PART IV - SECTION L**

### **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

#### **3.1-1                      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

<b>3.2.2.3-1</b>	<b>False Statements in Offers</b> (July 2004)
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals</b> (July 2004)
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests</b> (July 2004)
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer</b> (July 2004)
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data</b> (July 2004)
<b>3.2.2.3-17</b>	<b>Preparing Offers</b> (July 2004)
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations</b> (March 2009)
<b>3.2.2.3-19</b>	<b>Contract Award</b> (July 2004)
<b>3.13-4</b>	<b>Contractor Identification Number - Data Universal Numbering System (DUNS)</b> Number (April 2006)

#### **3.2.2.3-20              Electronic Offers** (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means: Fax or E-mail. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to 425-227-1156 (fax) or [Chris.CTR.Sykes@faa.gov](mailto:Chris.CTR.Sykes@faa.gov) (e-mail).

(f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

#### **3.2.4-1                      Type of Contract** (April 1996)

The FAA contemplates award of a firm fixed-price contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

## **L001. SUBMISSION OF OFFER:**

An offeror shall submit an offer which shall include a technical and business proposal as outlined below.

**PLEASE NOTE: Lack of submission of any of the information required in the Business and Technical Proposals may render a contractor's proposal as non-responsible and will not be considered further for award.**

### **1. Business Proposal**

- a) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD
- b) Part I, Section B, PRICE SCHEDULE
- c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- d) Part IV, Section K, Business Declaration
- e) 8(a) Congratulations Letter from the Small Business Administration, if applicable

### **2. Technical Proposal**

#### **A. Past Experience**

Provide a list of projects within the past 3 years similar in scope of work to be done. Be specific and provide details. For each project address the following points:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work
- e) Percentages of work subcontracted and nature of that work
- f) Award and completion dates
- g) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

#### **B. Customer Satisfaction Surveys (By third party references)**

The Applicant is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office, c/o CHRIS SYKES, by a third party reference. It is advised that the Applicant distribute more than three CSS's to third party-references as not all are returned, and receipt of less than two could lead to the Offeror's disqualification. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. All submitted technical information be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised that the government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

#### **L002. SUBMISSION DATE AND PLACE**

The due date for receipt of offers is **08/25/2012**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – AAQ-530  
ATTENTION: CHRIS SYKES  
1601 LIND AVE S.W.  
RENTON, WA 98057

**FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. ALL ORIGINAL PROPOSALS MUST BE RECEIVED BY THIS OFFICE WITHIN 5 CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS, FOR ADDITIONAL TERMS AND CONDITIONS OF ELECTRONIC SUBMISSIONS.**

#### **L003. SUBMISSION OF CUSTOMER SATISFACTION SURVEYS**

Applicant is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office, c/o CHRIS SYKES, by a third party reference. Customer Satisfaction Surveys may be emailed to CHRIS SYKES at [Chris.CTR.Sykes@faa.gov](mailto:Chris.CTR.Sykes@faa.gov). Surveys may also be faxed at the Applicant's risk to 425-227-1156 Attn: CHRIS SYKES. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

#### **L004. HAND CARRIED OFFERS, MODIFICATIONS OR WITHDRAWALS:**

Hand-carried offers, modifications or withdrawals of a offers, and modifications, or withdrawals of a bids, HAND DELIVERED by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be HAND DELIVERED to:

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – AAQ-530  
ATTENTION: CHRIS SYKES  
1601 LIND AVE S.W.  
RENTON, WA 98057

## **PART IV - SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **3.1-1                      Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

#### **3.2.4-31                      Evaluation of Options (April 1996)**

### **M001. EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Proposals shall be evaluated as either “acceptable” or “unacceptable” on the basis of the following criteria:

#### **(A). Past Experience**

**STANDARD FOR REVIEW:** An acceptable proposal must demonstrate at least two (2) successful relevant projects in the past three (3) years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

#### **(B). Past Performance**

**STANDARD FOR REVIEW:** At least two (2) Customer Satisfaction Surveys must be received before the solicitation deadline with an average score of 3.5 or more. The FAA reserves the right to contact customers listed as references and conduct a Customer Satisfaction Survey by telephone in the event that there is insufficient competition due to the lack of customer satisfaction surveys received.

**Note:** Applicants are cautioned that, in addition to the information provided by prospective contractor in connection with this solicitation, the FAA may use data provided by other sources in evaluating past performance and experience. This includes, but is not limited to, information from other Contracting Officers, other FAA employees, Public information, etc.

## **M002. TIERED EVALUATION OF PROPOSALS:**

A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until the award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

- a) Socially and economically disadvantaged businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program (clause **3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns**).
- b) Service-disabled veteran owned small businesses (SDVOSB) and responsible, competitive offers from the previous tier (clause **3.6.1-12 Notice of Service-Disabled Veteran Owned Small Business Set-Aside**).
- c) Small businesses and responsible, competitive offers from previous tiers (clause **3.6.1.-1 Notice of Total Small Business Set-Aside**).
- d) Other than small businesses and responsible, competitive offers from previous tiers.

## **M003. CONSIDERATION OF PRICE**

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

## ATTACHMENT A

WD 05-2017 (Rev.-16) was first posted on [www.wdol.gov](http://www.wdol.gov) on 06/19/2012

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2017
Director	Wage Determinations	Revision No.: 16
		Date Of Revision: 06/13/2012

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State:  Alaska
Area:   Alaska Statewide
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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.33
01012 - Accounting Clerk II		18.76
01013 - Accounting Clerk III		20.98
01020 - Administrative Assistant		23.34
01040 - Court Reporter		18.84
01051 - Data Entry Operator I		14.86
01052 - Data Entry Operator II		17.86
01060 - Dispatcher, Motor Vehicle		20.25
01070 - Document Preparation Clerk		15.39
01090 - Duplicating Machine Operator		14.72
01111 - General Clerk I		15.59
01112 - General Clerk II		17.01
01113 - General Clerk III		19.09
01120 - Housing Referral Assistant		21.01
01141 - Messenger Courier		15.60
01191 - Order Clerk I		15.45
01192 - Order Clerk II		16.86
01261 - Personnel Assistant (Employment) I		19.07
01262 - Personnel Assistant (Employment) II		21.33
01263 - Personnel Assistant (Employment) III		23.79
01270 - Production Control Clerk		22.59
01280 - Receptionist		14.09
01290 - Rental Clerk		16.84
01300 - Scheduler, Maintenance		16.84
01311 - Secretary I		16.84
01312 - Secretary II		18.84
01313 - Secretary III		21.01
01320 - Service Order Dispatcher		16.48
01410 - Supply Technician		23.34
01420 - Survey Worker		18.78
01531 - Travel Clerk I		15.21
01532 - Travel Clerk II		16.80
01533 - Travel Clerk III		18.57
01611 - Word Processor I		16.18
01612 - Word Processor II		18.16
01613 - Word Processor III		20.31
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		27.64

05010 - Automotive Electrician	23.64
05040 - Automotive Glass Installer	21.87
05070 - Automotive Worker	21.87
05110 - Mobile Equipment Servicer	19.62
05130 - Motor Equipment Metal Mechanic	23.96
05160 - Motor Equipment Metal Worker	21.87
05190 - Motor Vehicle Mechanic	23.96
05220 - Motor Vehicle Mechanic Helper	18.53
05250 - Motor Vehicle Upholstery Worker	21.87
05280 - Motor Vehicle Wrecker	21.87
05310 - Painter, Automotive	22.86
05340 - Radiator Repair Specialist	21.87
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	23.96
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.67
07041 - Cook I	15.17
07042 - Cook II	17.46
07070 - Dishwasher	10.99
07130 - Food Service Worker	13.46
07210 - Meat Cutter	18.87
07260 - Waiter/Waitress	11.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.94
09040 - Furniture Handler	17.36
09080 - Furniture Refinisher	25.94
09090 - Furniture Refinisher Helper	19.58
09110 - Furniture Repairer, Minor	22.74
09130 - Upholsterer	25.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.68
11060 - Elevator Operator	11.68
11090 - Gardener	17.52
11122 - Housekeeping Aide	14.15
11150 - Janitor	14.15
11210 - Laborer, Grounds Maintenance	14.59
11240 - Maid or Houseman	10.96
11260 - Pruner	13.18
11270 - Tractor Operator	16.53
11330 - Trail Maintenance Worker	14.59
11360 - Window Cleaner	15.67
12000 - Health Occupations	
12010 - Ambulance Driver	22.66
12011 - Breath Alcohol Technician	20.48
12012 - Certified Occupational Therapist Assistant	22.50
12015 - Certified Physical Therapist Assistant	21.90
12020 - Dental Assistant	20.32
12025 - Dental Hygienist	44.92
12030 - EKG Technician	29.90
12035 - Electroneurodiagnostic Technologist	29.90
12040 - Emergency Medical Technician	22.66
12071 - Licensed Practical Nurse I	18.31
12072 - Licensed Practical Nurse II	20.48
12073 - Licensed Practical Nurse III	22.84
12100 - Medical Assistant	17.49
12130 - Medical Laboratory Technician	21.01
12160 - Medical Record Clerk	16.04
12190 - Medical Record Technician	17.94
12195 - Medical Transcriptionist	20.41
12210 - Nuclear Medicine Technologist	43.70
12221 - Nursing Assistant I	13.27

12222 - Nursing Assistant II	14.92
12223 - Nursing Assistant III	16.28
12224 - Nursing Assistant IV	18.27
12235 - Optical Dispenser	20.20
12236 - Optical Technician	18.31
12250 - Pharmacy Technician	17.55
12280 - Phlebotomist	18.27
12305 - Radiologic Technologist	29.67
12311 - Registered Nurse I	28.98
12312 - Registered Nurse II	35.45
12313 - Registered Nurse II, Specialist	35.45
12314 - Registered Nurse III	42.88
12315 - Registered Nurse III, Anesthetist	42.88
12316 - Registered Nurse IV	51.40
12317 - Scheduler (Drug and Alcohol Testing)	25.38
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	25.66
13050 - Library Aide/Clerk	15.59
13054 - Library Information Technology Systems Administrator	23.84
13058 - Library Technician	19.63
13061 - Media Specialist I	16.71
13062 - Media Specialist II	18.70
13063 - Media Specialist III	20.85
13071 - Photographer I	19.50
13072 - Photographer II	23.82
13073 - Photographer III	27.01
13074 - Photographer IV	33.05
13075 - Photographer V	35.10
13110 - Video Teleconference Technician	18.43
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.09
14042 - Computer Operator II	19.12
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.34
14160 - Personal Computer Support Technician	27.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.09
15020 - Aircrew Training Devices Instructor (Rated)	41.24
15030 - Air Crew Training Devices Instructor (Pilot)	49.42
15050 - Computer Based Training Specialist / Instructor	34.09
15060 - Educational Technologist	25.26
15070 - Flight Instructor (Pilot)	44.47
15080 - Graphic Artist	25.25
15090 - Technical Instructor	23.55
15095 - Technical Instructor/Course Developer	28.83

15110 - Test Proctor	19.12
15120 - Tutor	19.12
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.14
16030 - Counter Attendant	11.14
16040 - Dry Cleaner	14.19
16070 - Finisher, Flatwork, Machine	11.14
16090 - Presser, Hand	11.14
16110 - Presser, Machine, Drycleaning	11.14
16130 - Presser, Machine, Shirts	11.14
16160 - Presser, Machine, Wearing Apparel, Laundry	11.14
16190 - Sewing Machine Operator	15.20
16220 - Tailor	16.24
16250 - Washer, Machine	12.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.22
19040 - Tool And Die Maker	32.66
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.56
21030 - Material Coordinator	22.59
21040 - Material Expediter	22.59
21050 - Material Handling Laborer	17.01
21071 - Order Filler	15.49
21080 - Production Line Worker (Food Processing)	19.56
21110 - Shipping Packer	17.80
21130 - Shipping/Receiving Clerk	17.80
21140 - Store Worker I	14.56
21150 - Stock Clerk	19.82
21210 - Tools And Parts Attendant	19.56
21410 - Warehouse Specialist	19.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.25
23021 - Aircraft Mechanic I	27.66
23022 - Aircraft Mechanic II	29.25
23023 - Aircraft Mechanic III	30.86
23040 - Aircraft Mechanic Helper	21.69
23050 - Aircraft, Painter	27.45
23060 - Aircraft Servicer	24.23
23080 - Aircraft Worker	25.48
23110 - Appliance Mechanic	24.68
23120 - Bicycle Repairer	19.56
23125 - Cable Splicer	32.26
23130 - Carpenter, Maintenance	27.35
23140 - Carpet Layer	24.62
23160 - Electrician, Maintenance	33.25
23181 - Electronics Technician Maintenance I	28.23
23182 - Electronics Technician Maintenance II	33.62
23183 - Electronics Technician Maintenance III	35.69
23260 - Fabric Worker	23.00
23290 - Fire Alarm System Mechanic	25.71
23310 - Fire Extinguisher Repairer	21.40
23311 - Fuel Distribution System Mechanic	28.42
23312 - Fuel Distribution System Operator	24.75
23370 - General Maintenance Worker	21.71
23380 - Ground Support Equipment Mechanic	27.66
23381 - Ground Support Equipment Servicer	24.23
23382 - Ground Support Equipment Worker	25.48
23391 - Gunsmith I	21.40
23392 - Gunsmith II	24.62
23393 - Gunsmith III	27.84
23410 - Heating, Ventilation And Air-Conditioning	26.32

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	28.62
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	30.13
23440 - Heavy Equipment Operator	29.79
23460 - Instrument Mechanic	27.68
23465 - Laboratory/Shelter Mechanic	26.22
23470 - Laborer	17.01
23510 - Locksmith	25.45
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	27.84
23580 - Maintenance Trades Helper	19.42
23591 - Metrology Technician I	27.68
23592 - Metrology Technician II	29.27
23593 - Metrology Technician III	30.88
23640 - Millwright	27.84
23710 - Office Appliance Repairer	23.24
23760 - Painter, Maintenance	24.94
23790 - Pipefitter, Maintenance	32.26
23810 - Plumber, Maintenance	30.80
23820 - Pneudraulic Systems Mechanic	27.84
23850 - Rigger	27.84
23870 - Scale Mechanic	24.62
23890 - Sheet-Metal Worker, Maintenance	27.48
23910 - Small Engine Mechanic	24.62
23931 - Telecommunications Mechanic I	26.79
23932 - Telecommunications Mechanic II	30.61
23950 - Telephone Lineman	28.61
23960 - Welder, Combination, Maintenance	25.93
23965 - Well Driller	27.05
23970 - Woodcraft Worker	27.84
23980 - Woodworker	21.40
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.47
24580 - Child Care Center Clerk	15.54
24610 - Chore Aide	14.06
24620 - Family Readiness And Support Services	16.21
Coordinator	
24630 - Homemaker	18.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.26
25040 - Sewage Plant Operator	28.70
25070 - Stationary Engineer	29.26
25190 - Ventilation Equipment Tender	21.66
25210 - Water Treatment Plant Operator	28.70
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.71
27007 - Baggage Inspector	15.91
27008 - Corrections Officer	27.17
27010 - Court Security Officer	26.28
27030 - Detection Dog Handler	18.14
27040 - Detention Officer	27.17
27070 - Firefighter	22.46
27101 - Guard I	15.91
27102 - Guard II	18.14
27131 - Police Officer I	31.05
27132 - Police Officer II	34.50
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.59
28042 - Carnival Equipment Repairer	15.47
28043 - Carnival Equipment Worker	11.99

28210 - Gate Attendant/Gate Tender	14.96
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	26.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	21.90
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	24.62
29020 - Hatch Tender	24.62
29030 - Line Handler	24.62
29041 - Stevedore I	27.49
29042 - Stevedore II	30.43
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	21.46
30022 - Archeological Technician II	24.90
30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	29.63
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56
30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77
30090 - Environmental Technician	22.13
30210 - Laboratory Technician	26.61
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	21.93
30362 - Paralegal/Legal Assistant II	27.15
30363 - Paralegal/Legal Assistant III	33.22
30364 - Paralegal/Legal Assistant IV	40.20
30390 - Photo-Optics Technician	32.95
30461 - Technical Writer I	20.22
30462 - Technical Writer II	24.72
30463 - Technical Writer III	33.98
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	29.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	32.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.71
31030 - Bus Driver	19.13
31043 - Driver Courier	17.79
31260 - Parking and Lot Attendant	13.19
31290 - Shuttle Bus Driver	17.89
31310 - Taxi Driver	15.74
31361 - Truckdriver, Light	17.89
31362 - Truckdriver, Medium	19.85
31363 - Truckdriver, Heavy	22.18

31364 - Truckdriver, Tractor-Trailer	22.18
99000 - Miscellaneous Occupations	
99030 - Cashier	12.27
99050 - Desk Clerk	14.09
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	12.34
99252 - Laboratory Animal Caretaker II	20.92
99310 - Mortician	22.74
99410 - Pest Controller	22.53
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	25.38
99711 - Recycling Specialist	30.29
99730 - Refuse Collector	22.92
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	16.32
99830 - Survey Party Chief	26.44
99831 - Surveying Aide	17.60
99832 - Surveying Technician	24.04
99840 - Vending Machine Attendant	17.01
99841 - Vending Machine Repairer	19.91
99842 - Vending Machine Repairer Helper	17.01

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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**ATTACHMENT B**

## **Janitorial Service Performance Customer Satisfaction Survey**

Date: \_\_\_\_\_

\_\_\_\_\_ (Contractor Name) is submitting a proposal on a Federal Aviation Administration solicitation and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your input is important to us and responses are required by \_\_\_\_\_ (date & time) for inclusion of this evaluation. Your assistance is greatly appreciated.

**Please rate you current level of satisfaction with our overall service performance:**

\_\_\_\_\_ Excellent (5)      \_\_\_\_\_ Very Good (4)      \_\_\_\_\_ Good (3)      \_\_\_\_\_ Needs Improvement (2)  
\_\_\_\_\_ Unacceptable (1)

Comments: \_\_\_\_\_  
\_\_\_\_\_

**How quickly do we respond to your needs, requests, or complaints?**

\_\_\_\_\_ Excellent (5)      \_\_\_\_\_ Very Good (4)      \_\_\_\_\_ Good (3)      \_\_\_\_\_ Needs Improvement (2)  
\_\_\_\_\_ Unacceptable (1)

Comments: \_\_\_\_\_  
\_\_\_\_\_

**How would you rate the problem solving capabilities and follow-up of our Operations Management?**

\_\_\_\_\_ Excellent (5)      \_\_\_\_\_ Very Good (4)      \_\_\_\_\_ Good (3)      \_\_\_\_\_ Needs Improvement (2)  
\_\_\_\_\_ Unacceptable (1)

Comments: \_\_\_\_\_  
\_\_\_\_\_

**How would you rate the performance of our on-site employees providing janitorial services for your facility?**

\_\_\_\_\_ Excellent (5)      \_\_\_\_\_ Very Good (4)      \_\_\_\_\_ Good (3)      \_\_\_\_\_ Needs Improvement (2)  
\_\_\_\_\_ Unacceptable (1)

Comments: \_\_\_\_\_  
\_\_\_\_\_

**Your overall satisfaction in the following areas (please mark the appropriate rating with an “X”).**

	<b>Excellent (5)</b>	<b>Very Good (4)</b>	<b>Good (3)</b>	<b>Needs Improvement (2)</b>	<b>Unacceptable (1)</b>	<b>Not applicable</b>
Offices	_____	_____	_____	_____	_____	_____
Conference Room	_____	_____	_____	_____	_____	_____
Lobby/Entrance/Corridors	_____	_____	_____	_____	_____	_____
Restrooms/Locker Rooms	_____	_____	_____	_____	_____	_____
Medical/Physical Fitness	_____	_____	_____	_____	_____	_____
Cafeterias/Break Rooms	_____	_____	_____	_____	_____	_____
Tower Cabs	_____	_____	_____	_____	_____	_____

Organization Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Thank you for completing this survey.

**THIS FORM IS TO BE COMPLETED BY THE CUSTOMER REFERENCE AND  
EITHER EMAILED OR FAXED DIRECTLY TO:**

**Chris.CTR.Sykes@faa.gov  
OR FAXED TO: 425-227-1156**